

SERIAL 04026 - RFP

FILE FOLDER TRACKING SYSTEM

CONTRACT PERIOD THROUGH MAY 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract **FILE FOLDER TRACKING SYSTEM (NIGP 220-34)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 19, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Jennifer Ellis, County Attorney
Shelley Mann, County Attorney
Carol McFadden, County Attorney
Shaunna Sandersfeld, County Attorney
Al Lucas, County Attorney
John Garcia, County Attorney
Sharon Tohtsoni, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 04026-RFP

This Contract is entered into this 19th day of May, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and 3M, a Minnesota corporation ("Contractor") for the purchase of a File Folder Tracking System.

1.0 TERM

- 1.1 This Contract is for a term of two (2) years, beginning on the 19th day of May, 2004 and ending the 31st day of May, 2006.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by Arizona law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR**

shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

(A) A Performance Bond equal to the full Contract amount (\$225,000) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

3M Center
3M Security Systems Division
Attn: Dave Wefring
225-4N-14
St. Paul, MN 55144-1000

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

SERIAL 04026-RFP
PRICING SHEET S07-39-14/NIGP220-34/B0604602

BIDDER NAME:

3M Security Systems Division

F.I.D./VENDOR #:

41-0417775

BIDDER ADDRESS:

3M Center/225-4N-14, St. Paul, MN 55144-100

P.O. ADDRESS:

BIDDER PHONE #:

651-736-5068

BIDDER FAX #:

800/223-5563

COMPANY WEB SITE:

www.3M.com/RFID

COMPANY CONTACT (REP):

Dave Wefring

E-MAIL ADDRESS (REP):

drwefring@mmm.com

PAYMENT TERMS: Net 30 Days

1.0 PRICING:

PART II: LABOR HOURS and COST

In the left hand column enter the tasks in your work plan/proposal.

The tasks must correspond to your work plan/proposal. In the column headings across the top of the table, enter the names or initials of the staff members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task. Total the cost and the number of hours to the right.

Add each column and enter the total in the bottom row.

TASK	Staff 1	Staff 2	Staff 3	Staff 4	Staff 5	Staff 6	TOTAL HOURS	TOTAL COST
Pre-installation site visit and assessment							Up to 2 days	\$ included
Installation and Training (1 visit up to and including 5 days work)							5 days	\$6,000.00
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
TOTAL								\$6,000.00

**NOTES: Additional training is available at \$1,200/day
Site visits require 14 days advance notice.**

PART III: SOFTWARE COSTS

In the tables below enter the proposal price and other information required for each separately priced software package. You may propose more than one pricing option for the software products – per unit and/or enterprisewide licensing. Fill in Table III-1 if you propose a per unit cost basis. Fill in table III-2 if you are if you are proposing enterprisewide licenses for any software products. Include all proposed software packages in each table (so that the total at the bottom right-hand column adds to the total

software price for option 1 or 2). You need not offer all packages as enterprisewide licensing to offer option 2.) Indicate the product's cost basis (for example: per seat for named users; per seat for concurrent users from 1- 200; per server, enterprisewide or other description of unit pricing), the estimated number of licenses required, the price per cost unit and the total extended cost of the software. Add the last column for a total software cost cost of the software. Add the last column for a total software cost for each option you offer.

TABLE III-2: OPTION 2 - ENTERPRISEWIDE LICENSING

Product Name	Product Description	Cost Basis	Number of Licenses Proposed	Price Per Unit	Total Software Cost
3M RFID Tracking System	SQL Server Version	Enterprise	1 site	\$18,900.00	\$18,900.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL					\$18,900.00

NOTES: Enterprise license covers the first 100 users of the 3M software application and includes the annual license fee for the first year.

PART IV: SOFTWARE WARRANTY COSTS

In the tables below, enter the cost of warranty support for the type of support included in your proposal for each of the first 2 years separately by year. Use Table IV-1 for Option 1 - Per Unit Cost and Table IV-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the warranty cost such as a percentage of the license cost or a fixed cost per license, etc. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price of the software, please indicate that below. (Insert additional lines as needed)

TABLE IV-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
Annual License Fee	3M RFID Tracking System	1	Up to first 100 users	\$ included
				\$
Annual License Fee		2	Up to first 100 users	\$2,465.00
				\$
Annual License Fee		3	Up to first 100 users	\$2,465.00
				\$
Annual License Fee		4	Up to first 100 users	\$2,465.00
				\$
Annual License Fee		5	Up to first 100 users	\$2,465.00
				\$
TOTAL				\$9,860.00

NOTES: Additional users can be added in groups of 50 @ \$924.00/50 users
- Annual renewal of software license is required.

PART V: SOFTWARE MAINTENANCE COSTS

In the tables below, enter the cost of maintenance support for the type of support included in your proposal for each of the first 2 years, separately by year. Use Table V-1 for Option 1 - Per Unit Cost and Table V-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the maintenance cost such as a percentage of the license cost or a fixed cost per license, etc. Total the maintenance cost at the bottom of the last column. If the maintenance cost is included in the purchase price of the software or the warranty price, please indicate that below.

TABLE V-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
3M RFID Tracking System		1		\$ included
				\$
3M RFID Tracking System		2		\$ included
				\$
3M RFID Tracking System		3		\$ included
				\$
3M RFID Tracking System		4		\$ included
				\$
3M RFID Tracking System		5		\$ included
				\$
TOTAL				\$

NOTES: All maintenance costs are covered under the annual license fee.

PART VI: SUPPORT COSTS

In the table below, enter the cost of support costs for the type of support included in your proposal for each of the first 2 years, separately by year. Use Table VI-1 for Option 1 - Per Unit Cost and Table VI-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the support cost, such as an hourly rate for telephone support or an on-site rate. The Cost Per Unit is the hourly or other rate for the type of “units” listed in the cost basis column. If the support cost is included in the purchase price of the software, the warranty price or the maintenance price, please indicate that below.

TABLE VI-1: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT
3M RFID Tracking System		1		\$ included
				\$
3M RFID Tracking System		2		\$ included
				\$
3M RFID Tracking System		3		\$ included
				\$
3M RFID Tracking System		4		\$ included
				\$
3M RFID Tracking System		5		\$ included
				\$
TOTAL				\$ included

PART VII: HARDWARE COSTS

List the required information for all hardware components. Tier 1 vendors are required for all components. (Include RFID tags, passive desktop scanning devices, portable scanners, and accessories)

Item Name/Discription	Manufacturer	Quantity	Price Per Unit	Total Price
3M RFID Tracking Tags	3M	70,000	\$0.80	\$56,000.00
3M RFID Tracking Pad	3M	80	\$783.00	\$62,640.00
3M RFID Hand-Held Tracker	3M	7	\$5,368.00	\$37,576.00
				\$
				\$
				\$
				\$
TOTAL				\$156,216.00

PART VIII: HARDWARE WARRANTY COSTS

In the table below, enter the cost of warranty support for the type of support included in your proposal for each of the first 2 years, separately by year. Be sure to list all products included in your proposal. by year. Be sure to list all products included in your proposal. The cost basis is the manner of figuring the warranty cost such as a percentage of the purchase cost or a fixed cost per unit, etc. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price for a certain period, please indicate the length of the covered period (90 days, 12 months, etc.) under the "Year" column.

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Warranty Cost	Quantity	Total Warranty Costs
3M RFID Tracking Pad		1	each	\$ included	80	\$ included
3M RFID Hand-Held Tracker			each	\$ included	7	\$ included
3M RFID Tracking Pad		2	each	\$ included	80	\$ included
3M RFID Hand-Held Tracker			each	\$ included	7	\$ included
3M RFID Tracking Pad		3	each	\$87.00	80	\$6,960.00
3M RFID Hand-Held Tracker			each	\$685.00	7	\$4,795.00
3M RFID Tracking Pad		4	each	\$87.00	80	\$6,960.00
3M RFID Hand-Held Tracker			each	\$685.00	7	\$4,795.00
3M RFID Tracking Pad		5	each	\$87.00	80	\$6,960.00
3M RFID Hand-Held Tracker			each	\$685.00	7	\$4,795.00
TOTAL						\$35,265.00

PART IX: TOTAL COSTS

Please enter the total costs from the appropriate tables above into the tables below. Use Table X-1 for Option 1 that includes per unit software pricing. Use Table IX-2 for Option 2 –Enterprisewide Licensing (if offered).

TABLE IX-2:OPTION 2 – ENTERPRISEWIDE LICENSING

COST ITEM	PRICE
Labor Cost (Total) -- Part II	\$6,000.00
Software Cost (Total) -- Part III-2	\$18,900.00
Software Warranty (Year 1) - Part IV-2	\$ included
Software Warranty (Year 2) - Part IV-2	\$2,465.00
Software Warranty (Year 3) - Part IV-2	\$2,465.00
Software Warranty (Year 4) - Part IV-2	\$2,465.00
Software Warranty (Year 5) - Part IV-2	\$2,465.00
Software Maintenance (Year 1) -- Part V-2	\$ included
Software Maintenance (Year 2) -- Part V-2	\$ included
Software Maintenance (Year 3) -- Part V-2	\$ included
Software Maintenance (Year 4) -- Part V-2	\$ included
Software Maintenance (Year 5) -- Part V-2	\$ included
Software Support (Year 1) -- Part VI-2	\$ included
Software Support (Year 2) -- Part VI-2	\$ included
Software Support (Year 3) -- Part VI-2	\$ included
Software Support (Year 4) -- Part VI-2	\$ included
Software Support (Year 5) -- Part VI-2	\$ included
Hardware (total) -- Part VII	\$156,216.00
Hardware Warranty (Year 1) -- Part VIII	\$ included
Hardware Warranty (Year 2) -- Part VIII	\$ included
Hardware Warranty (Year 3) -- Part VIII	\$11,755.00
Hardware Warranty (Year 4) -- Part VIII	\$11,755.00
Hardware Warranty (Year 5) -- Part VIII	\$11,755.00
TOTAL	\$226,241.00

PART X: OPTIONAL ACCESSORIES

TABLE X: OPTIONAL ACCESSORIES

ITEM DESCRIPTION	NET UNIT PRICE
Tag Dispenser Kit	\$65.00
Pad Extension Cable - 25 feet	\$38.00
32 MB Memory Cards	\$115.00
Additional Battery for Hand Held Tracker	\$75.00
Additional Battery Charger Assembly	\$185.00

EXHIBIT "B" SCOPE OF WORK

- A. The Vendor (3M) shall provide Maricopa County Attorney's Office with a complete RFID File Tracking System that includes stationary scanning pads, portable scanning devices, and tracking software to record and store the history of each physical file as it moves from place to place through the physical and logical workflow of the County Attorney's Office.
- B. The system 3M provides shall be capable of ultimately tracking at least 50,000 new physical files each year.
- C. The system provided shall be an integrated hardware and software solution.
- D. The system provided shall be able to be integrated into the County Attorney's case management system. The database must be an -- ODBC complaint architecture such as Microsoft SQL, IBM DB2, or IBM Informix; Oracle is not acceptable.
- E. The hardware and software must be received, be operational on at lest one stationary and one portable scanning station, be tested and be accepted by the County by June 30, 2004 (or as otherwise noted in the implementation schedule below). The County Attorney must receive all invoices no later than June 30, 2004 in order to process payment.
- F. The RFID tags that 3M shall provide to the County shall contain no embedded intelligence, they shall be able to accept programming, or contain pre-programmed unique sequential identification numbers. The number scheme shall be such that it can be easily linked with the County Attorney's existing case management system.
- G. The stationary scanning stations that 3M shall provide to the County shall accurately scan large stacks of physical file folders at one time. The County understands scanning accuracy is dependant upon placement of the tags, thickness of the folders and distance from the scanning device.
- H. The stationary scanning devices shall be easily connected to a networked personal computer via USB, serial or parallel connection.
- I. Each stationary scanning device shall have an optimal reception or scanning range of 0" to 8".
- J. 3M shall provide the County with hand-held scanning devices capable of accurately scanning individual folders, or groups of file folders that can be found on a variety of surfaces, in metal or wood bookcases, or in filing cabinets. The County understands that accuracy is dependant upon the placement of the tags within the folder, the distance to the scanner, and any materials that may interfere with the signal strength of the scanner.
- K. The hand-held scanning devices 3M shall provide shall have an effective minimum scanning range from 0-4 inches.
- L. The portable scanning devices must be capable of storing a minimum of 10,000 records.
- M. The portable scanning devices must be capable of easily connecting with a personal computer or a network-based docking station to upload stored records into the main database.
- N. 3M agrees to provide, at a minimum, the following hardware:
 - 80 stationary scanning pads
 - 7 handheld scanning devices
 - 70,000 RFID tags
 - 5 Tape Dispenser Kits
 - 5 Pad Extension Cables

- O. County Attorney agrees to work with 3M to: (1) generate a one page Case Study for 3M's use with potential customers; 2) allow 3M to bring potential customers on tours (maximum of 4 visits per year for two years, up to 10 visitors per visit and all such tours would be scheduled at the convenience of the County and with written approval by the County); and 3) serve as a reference for other government entities interested in installing a similar system.
- P. 3M agrees to re-negotiate pricing on the RFID tags each 12 months (starting from the date the contract is signed by the County). Memory Cards may be purchased from other sources at the County's option.
- Q. 3M agrees to provide County Attorney with the following software and licensing:
1. 3M RFID Software Enterprise License with one (1) server, unlimited sites and one hundred (100) users.
 2. The software shall be capable of
 - a. Logging the location of a file,
 - b. allow users to easily locate a file,
 - c. display the history of a file,
 - d. allow users to check files in and out of a central file room,
 - e. allow users to easily program tags, and administer the system.
 3. Minimum requirements for the fields include: a Case/folder identification number, a field for the County Attorney's Case Identification Number, a case name field, and 5-8 customizable fields.
 4. The interface shall be customizable and capable of linking the tag identification number to the County Attorney case management system identifier.
 5. The software shall be able to be used to track the location of each file and location history the file.
 6. The software shall be capable of linking with external ODBC compliant databases such as IBM Informix or Microsoft SQL. **Solutions using Oracle database software shall not be considered.**
- R. County Attorney shall purchase maintenance and support on an annual basis after the initial warranty period expires for the hardware and software, respectively.
- S. 3M must have any and all employees or sub-contractors, who will be working on-site at the County Attorney's Offices, to submit and pass a criminal history background check. This must occur one-week prior to the employee/sub-contractor being present on-site. A background questionnaire shall be sent to the 3M project manager after the contract is fully executed.
- T. 3M shall provide training for up to ten (10) users/in-house trainers on the system overall, administering the system, installation, set-up, customization, and general operations. A minimum of five (5) days is anticipated to completely train County personnel in the use and care of the equipment and software.
- U. The delivery/implementation schedule is as follows:
- 1) 3M shall conduct a two (2) day pre-installation visit the week of May 31, 2004. County Attorney agrees to participate in several telephone conversations with 3M prior to this date to begin preparations. Activities shall include the following:
 - Importing data from Maricopa County's case management system.
 - Selecting the user-defined data fields to maintain in the 3M Tracking database.
 - Finalizing the unique ID that shall be programmed on each 3M RFID Tracking Tag.

- Working with Maricopa County to recommend the best locations for Tracking Pads to meet the objectives of the County.
 - Finalizing the list of locations to which files will be tracked.
 - Preparing check-out cards and location tags for mounting at various office locations.
 - Identifying which computers to install with each software module (Tracking Pad software, administration tools, Locator, etc).
 - Managing collections of files, when some are not tagged. Procedures need to be developed to instruct users how to perform functions (such as an inventory or a check-in with a pad) when some files are tagged and others are not.
 - Setting the dates and scheduling the details for the installation and training trip.
- 2) 3M shall install the test pilot/training system and conduct training to core staff members during the week of June 7, 2004. All training shall be completed during this one five (5) day visit.
- 3) 3M shall deliver all tags, pads, and handhelds no later than June 25, 2004;
- 4) 3M shall complete the installation of all software and hardware by no later than June 30, 2004. This shall be limited to the installation of up to ten (10) stationary scanning stations in a testing/training environment. Installation shall include exporting and importing data between the 3M RFID database and the County Attorney case management database. 3M shall transfer knowledge on the installation and technical operation to County technical support personnel during this period.
- 5) 3M shall submit all invoices and complete all services by no later than June 30, 2004.
- 6) County Attorney shall complete the installation of hardware and software in the production environment on a schedule to be later determined after completion of the pilot.
- 7) County Attorney shall be responsible for any future development of web interfaces for the application and/or data. At County Attorney's request, 3M shall provide technical assistance in the development of the web interfaces at a rate of \$65 per hour for telephone consultations and \$150 per hour for on-site consultations (minimum for on-site consultations is 8 hours). 3M agrees to provide engineers and programmers to render such technical assistance.
- V. 3M shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.
- W. Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance. The conditions for acceptance shall include:
- The training/test environment must be installed and implemented as described in this exhibit.
 - The software must be successfully installed on the server designated for this purpose.
 - The data identified by 3M and the County Attorney that is to be ported from the County Attorney case management database to the RFID database must be identified and successfully transferred. The electronic transfer protocol for the operational sharing of

data between the RFID database and the County Attorney's case management system shall be developed and successfully tested.

- Clarification: The protocol will be set up to provide an automated data import from the County case management system to the 3M system during the time of the installation.
- County Attorney Technical support personnel and designated system administrators and trainers must receive the agreed upon training and knowledge transfers.
- A plan for the complete implementation of the operational system shall be developed and approved by both parties. The plan will include the sharing of location data out of the 3M system into the County's case management system.
- Delivery of any and all comprehensive operational software user and technical manuals.
- The County agrees to test and accept the system by June 30, 2004

X. 3M agrees to provide for all maintenance of the RFID stationary scanning devices and portable scanning devices and the software under this Contract upon installation of equipment and software. 3M shall warrant the software for one (1) year after the date of acceptance. 3M shall warrant the stationary and portable scanning devices for two (2) years from the date of acceptance. Warranty repair and/or replacement shall be performed at no additional charge to Maricopa County. The County Attorney's Office shall be responsible for renewing and maintaining the maintenance, support and warranties after initial expiration.

Y. In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- Documentation from the manufacturer that the product of model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. (3M and the County shall negotiate prices on new products with new functionality).

3M COMPANY, 3M CENTER 225-4N-14, ST PAUL, MN 55144-1000

PRICING SHEETS073914/B0604602/NIGP 22034

Terms:	NET 30
Federal Tax ID Number:	41-0417775
Vendor Number:	410417775 C
Telephone Number:	800/328-0067
Fax Number:	800/223-5563
Contact Person:	Dave Wefring
E-mail Address:	drwefring@mmm.com
Company Web Site:	www.3M.com/RFID
Certificates of Insurance	Required
Performance Bond Required	\$225,000.00
Contract Period:	To cover the period ending May 31, 2006.